

BANKRUPTCY COURT
DISTRICT OF OREGON

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Pro Se

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

IN RE

KATHLEEN ARTHUR,

Debtor.

Bankruptcy Case No.: 15-62393-
tmr7

Adv. Proc. No. 16-06061-tmr

DEFENDANT VINCENT
HOWARD AND HOWARD
LAW, P.C.'S ANSWER

UNITED STATES TUSTEE,
Plaintiff,

v.

VINCENT HOWARD, HOWARD LAW,
P.C., ERIK GRAEFF, LAW OFFICES OF
ERIK GRAEFF, P.C.,

Defendants.

1 Defendant Vincent Howard, on behalf of himself and Howard Law, P.C., for
2 whom he is the sole shareholder (collectively "Howard"), answers Plaintiff's

3 Complaint as the allegations pertain to Howard as follows:

4 1. Howard denies the allegations in paragraph 1; and specifically denies that this
5 Court has personal jurisdiction over Vincent Howard.

6 2. Howard denies the allegations in paragraph 2.

7 3. Howard is without knowledge or information sufficient to form a belief as to the
8 truth of the allegations in paragraph 3 and therefore denies them.

9 4. Howard is without knowledge or information sufficient to form a belief as to the
10 truth of the allegations in paragraph 4 and therefore denies them.

11 5. Howard is without knowledge or information sufficient to form a belief as to the
12 truth of the allegations in paragraph 5 and therefore denies them.

13 6. Howard is without knowledge or information sufficient to form a belief as to the
14 truth of the allegations in paragraph 6 and therefore denies them.

15 7. Howard admits the allegations in paragraph 7.

16 8. Howard admits the allegations in paragraph 8.

17 9. Howard admits the allegations in paragraph 9.

18 10. Responding to paragraph 10, Howard admits that Howard Law was a debt
19 relief agency.

20 11. Howard admits the allegations in paragraph 11.

1 12. Howard is without knowledge or information sufficient to form a belief as to
2 the truth of the allegations in paragraph 12 and therefore denies them.

3 13. Howard is without knowledge or information sufficient to form a belief as to
4 the truth of the allegations in paragraph 13 and therefore denies them.

5 14. Howard denies the allegation in paragraph 14.

6 15. Howard denied that Howard assisted Morgan Drexen in forming a network of
7 attorneys throughout the United States to participate with Morgan Drexen to
8 provide consumer debt resolution services. Howard denied that Morgan Drexen
9 adopted an Attorney Model.

10 16. Howard denies the allegation in paragraph 16.

11 17. Howard denies the allegation in paragraph 17.

12 18. Howard denies that Morgan Drexen had a program into which consumers
13 entered. Howard denies that Morgan Drexen solicited clients. Howard admits that
14 Morgan Drexen performed the remaining tasks under Howard's supervision in
15 connection with Howard's clients. Arthur was not a client of Howard Law.

16 19. Howard denies that the district court found that consumers were charged illegal
17 upfront fees for debt relief services and that false representations were made to
18 consumers. A default was entered against Morgan Drexen without any findings on
19 the merits of the CFPB complaint.

1 20. Howard admits the allegations in paragraph 20.

2 21. Howard admits Graeff signed a Local Counsel Engagement Letter with
3 Howard.

4 22. Howard admits he signed a Local Counsel Engagement Letter. The terms of the
5 letter speak for themselves and Howard therefore denies the remaining allegations
6 contained in paragraph 22.

7 23. Howard admits he signed a Local Counsel Engagement Letter. The terms of the
8 Letter speak for themselves and Howard therefore denies the remaining allegations
9 contained in paragraph 23.

10 24. Howard admits he signed a Local Counsel Engagement Letter. The terms of the
11 Letter speak for themselves and Howard therefore denies the remaining allegations
12 contained in paragraph 24.

13 25. Howard admits he signed a Local Counsel Engagement Letter with Graeff. The
14 terms of the Letter speak for themselves and Howard therefore denies the
15 remaining allegations contained in paragraph 25.

16 26. Howard admits Graeff signed an amendment to the Local Counsel Engagement
17 Letter. The terms of the amendment speak for themselves and Howard therefore
18 denies the remaining allegations contained in paragraph 26.

1 27. Howard admits he signed a Letter of Understanding with Graeff. The terms of
2 the Letter speak for themselves and Howard therefore denies the remaining
3 allegations contained in paragraph 27.

4 28. Howard admits he signed a Letter of Understanding with Graeff. The terms of
5 the Letter speak for themselves and Howard therefore denies the remaining
6 allegations contained in paragraph 27.

7 29. Howard admits he signed an Amendment to Local Counsel Engagement
8 Agreement with Graeff. The terms of the Letter speak for themselves and Howard
9 therefore denies the remaining allegations contained in paragraph 29.

10 30. Howard is without knowledge or information sufficient to form a belief as to
11 the truth of the allegations in paragraph 30 and therefore denies them.

12 31. Howard is without knowledge or information sufficient to form a belief as to
13 the truth of the allegations in paragraph 31 and therefore denies them. However,
14 Howard admits that Graeff had an "of counsel" relationship with Howard Law,
15 P.C.

16 32. Howard admits that the Howard Law website represented that Graeff had an
17 ongoing and personal relationship with the law firm.

18 33. Howard denied that it profited from fees paid to Graeff Law by Arthur.

19 34. Howard denies that Graeff and/or Graeff Law acted in conjunction with
20 Howard in connection with Arthur.

1 35. Howard admits the allegations in paragraph 35.

2 36. Howard is without knowledge or information sufficient to form a belief as to
3 the truth of the allegations in paragraph 36 and therefore denies them.

4 37. Howard is without knowledge or information sufficient to form a belief as to
5 the truth of the allegations in paragraph 37 and therefore denies them.

6 38. Howard is without knowledge or information sufficient to form a belief as to
7 the truth of the allegations in paragraph 38 and therefore denies them.

8 39. Howard is without knowledge or information sufficient to form a belief as to
9 the truth of the allegations in paragraph 39 and therefore denies them.

10 40. Howard is without knowledge or information sufficient to form a belief as to
11 the truth of the allegations in paragraph 40 and therefore denies them.

12 41. Howard is without knowledge or information sufficient to form a belief as to
13 the truth of the allegations in paragraph 41 and therefore denies them.

14 42. Howard is without knowledge or information sufficient to form a belief as to
15 the truth of the allegations in paragraph 42 and therefore denies them.

16 43. Howard is without knowledge or information sufficient to form a belief as to
17 the truth of the allegations in paragraph 43 and therefore denies them.

18 44. Howard is without knowledge or information sufficient to form a belief as to
19 the truth of the allegations in paragraph 44 and therefore denies them.

1 45. Howard is without knowledge or information sufficient to form a belief as to
2 the truth of the allegations in paragraph 45 and therefore denies them.

3 46. Howard is without knowledge or information sufficient to form a belief as to
4 the truth of the allegations in paragraph 46 and therefore denies them.

5 47. Howard is without knowledge or information sufficient to form a belief as to
6 the truth of the allegations in paragraph 47 and therefore denies them.

7 48. Howard is without knowledge or information sufficient to form a belief as to
8 the truth of the allegations in paragraph 48 and therefore denies them.

9 49. Howard is without knowledge or information sufficient to form a belief as to
10 the truth of the allegations in paragraph 49 and therefore denies them.

11 50. Howard is without knowledge or information sufficient to form a belief as to
12 the truth of the allegations in paragraph 50 and therefore denies them.

13 51. Howard is without knowledge or information sufficient to form a belief as to
14 the truth of the allegations in paragraph 51 and therefore denies them.

15 52. Howard is without knowledge or information sufficient to form a belief as to
16 the truth of the allegations in paragraph 52 and therefore denies them.

17 53. Howard is without knowledge or information sufficient to form a belief as to
18 the truth of the allegations in paragraph 53 and therefore denies them.

19 54. Howard is without knowledge or information sufficient to form a belief as to
20 the truth of the allegations in paragraph 54 and therefore denies them.

1 55. Howard is without knowledge or information sufficient to form a belief as to
2 the truth of the allegations in paragraph 55 and therefore denies them.

3 56. Howard is without knowledge or information sufficient to form a belief as to
4 the truth of the allegations in paragraph 56 and therefore denies them.

5 57. Howard is without knowledge or information sufficient to form a belief as to
6 the truth of the allegations in paragraph 57 and therefore denies them.

7 58. Howard is without knowledge or information sufficient to form a belief as to
8 the truth of the allegations in paragraph 58 and therefore denies them.

9 59. Howard is without knowledge or information sufficient to form a belief as to
10 the truth of the allegations in paragraph 59 and therefore denies them.

11 60. Howard is without knowledge or information sufficient to form a belief as to
12 the truth of the allegations in paragraph 60 and therefore denies them.

13 61. Howard is without knowledge or information sufficient to form a belief as to
14 the truth of the allegations in paragraph 61 and therefore denies them.

15 62. Howard denies that it was responsible for Morgan Drexen's action with
16 respect to Arthur.

17 63. Howard denies that it has engaged in a clear and consistent pattern or practice
18 of problematic conduct, including violating 11 U.S.C. § 526.

19 64. Howard denies it has engaged in a clear and consistent pattern or practice of
20 violating 11 U.S.C. § 526.

1 **FIRST CLAIM FOR RELIEF**
2 **Against Graeff and Graeff Law**
3 **Civil Penalty for Misrepresenting Services**
4 **11 U.S.C. §§ 526(a)(3), 526(c)(5)**

5 65. Howard admits and denies the allegations of paragraphs 1-64 as initially
6 admitted and denied.

7 66. Plaintiff makes no allegations in paragraph 66 concerning Howard.

8 67. Plaintiff makes no allegations in paragraph 67 concerning Howard.

9 68. Plaintiff makes no allegations in paragraph 68 concerning Howard.

10 69. Plaintiff makes no allegations in paragraph 69 concerning Howard.

11 **SECOND CLAIM FOR RELIEF**
12 **Against Howard and Howard Law**
13 **Civil Penalty for Misrepresenting Services**
14 **11 U.S.C. §§ 526(a)(3), 526(c)(5)**

15 70. Howard admits and denies the allegations of paragraphs 1-70 as initially
16 admitted and denied.

17 71. Howard denies the allegations in paragraphs 71, 72, 73, and 74.

18 **THIRD CLAIM FOR RELIEF**
19 **Against Graeff and Graeff Law**
20 **Civil Penalty for Failing to Perform Services**
21 **11 U.S.C. §§ 526(a)(1), 526(c)(5)(B)**

22 75. Howard admits and denies the allegations of paragraphs 1-74 as initially
23 admitted and denied.

24 76. Plaintiff makes no allegations in paragraph 76 concerning Howard.

77. Plaintiff makes no allegations in paragraph 77 concerning Howard.

78. Plaintiff makes no allegations in paragraph 78 concerning Howard.

1 **FOURTH CLAIM FOR RELIEF**
2 **Against Howard and Howard Law**
3 **Civil Penalty for Failing to Perform Services**
4 **11 U.S.C. §§ 526(a)(1), 526(c)(5)(B)**

5 79. Howard admits and denies the allegations of paragraphs 1-64 and 71 as initially
6 admitted and denied.

7 80. Howard denies the allegations in paragraphs 80, 81, and 82.

8 **FIFTH CLAIM FOR RELIEF**
9 **Against Graeff and Graeff Law**
10 **Injunction against Continued Violations of 11 U.S.C. § 526**
11 **11 U.S.C. § 526(c)(5)(A)**

12 83. Howard admits and denies the allegations of paragraphs 1-82 as initially
13 admitted and denied.

14 84. Plaintiff makes no allegations in paragraphs 84 concerning Howard.

15 **SIXTH CLAIM FOR RELIEF**
16 **Against Howard and Howard Law**
17 **Injunction against Continued Violations of 11 U.S.C. § 526**
18 **11 U.S.C. § 526(c)(5)(A)**

19 85. Howard admits and denies the allegations of paragraphs 1-84 as initially
20 admitted and denied.

21 86. Howard denies the allegations in paragraph 86.

22 **SEVENTH CLAIM FOR RELIEF**
23 **Against Graeff and Graeff Law**
24 **Cancellation of Agreement and Refund of Fees**
 11 U.S.C. §§ 526(c)(1), 105(a)

87. Howard admits and denies the allegations of paragraphs 1-87 as initially
admitted and denied.

1 88. Plaintiff makes no allegations in paragraphs 88, 89, and 90 concerning
2 Howard.

3 **EIGHTH CLAIM FOR RELIEF**
4 **Against Graeff**
5 **Discipline and Sanctions under Local Bankruptcy Rule 9011-3**

6 91. Howard admits and denies the allegations of paragraphs 1-90 as initially
7 admitted and denied.

8 92. Plaintiff makes no allegations in paragraphs 92, 93, and 94 concerning
9 Howard.

10 **NINTH CLAIM FOR RELIEF**
11 **Against Graeff**
12 **Discipline and Sanctions under the Bankruptcy Court's Inherent Authority**

13 95. Howard admits and denies the allegations of paragraphs 1-94 as initially
14 admitted and denied.

15 96. Plaintiff makes no allegations in paragraphs 96 and 97 concerning Howard.

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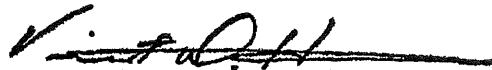
1 WHEREFORE, Howard prays for relief as follows:

2
3 A. For an Order dismissing Plaintiff's claims against Howard with prejudice;

4 B. For Howard's costs and disbursements; and

5 C. For such other and further relief as this Court deems equitable and just.

6 Dated: August 18, 2016

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8 Vincent Howard, Esq. for
9 Howard Law and Pro Se
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I, Peter Carreon, am an employee of Howard Law, P.C., and
3 that on August , 2016, I served a copy of the foregoing DEFENDANT
4 VINCENT HOWARD AND HOWARD LAW, P.C.'S ANSWER by mailing a
5 copy of this document, by United States first-class mail, postage prepaid, addressed
6 to the following:
7

8 Loren S. Scott
9 THE SCOTT LAW GROUP
2350 Oakmont Way, Ste 106
Eugene, OR 97401

10 Carla G. McClurg
11 U.S. Department of Justice
Office of the United States Trustee
12 620 SW Main Street, Room 213
13 Portland, OR 97205

14
15 Dated: August 2016

16 
Peter Carreon